

1 PRESTON DuFAUCHARD  
California Corporations Commissioner  
2 ALAN S. WEINGER  
Deputy Commissioner  
3 JUDY L. HARTLEY (CA BAR NO. 110628)  
Senior Corporations Counsel  
4 Department of Corporations  
320 West 4<sup>th</sup> Street, Ste. 750  
5 Los Angeles, California 90013-2344  
Telephone: (213) 576-7604 Fax: (213) 576-7181

6 Attorneys for Complainant

8 BEFORE THE DEPARTMENT OF CORPORATIONS  
9 OF THE STATE OF CALIFORNIA

10  
11 In the Matter of the Accusation THE ) OAH NO. L-2009050155  
CALIFORNIA CORPORATIONS )  
12 COMMISSIONER, ) File No.: 603-A620  
13 )  
Complainant, ) SETTLEMENT AGREEMENT  
14 )  
15 vs. )  
16 )  
17 CHARLES T. CHRISTIANSEN, ROOVEN )  
AKIBA, and SEAN R. ROBERTS, )  
18 )  
19 Respondents. )

20 This Settlement Agreement is entered into between Charles T. Christiansen (“Christiansen”)  
21 and the California Corporations Commissioner ("Commissioner"), and is made with respect to the  
22 following facts:

23 **RECITALS**

24 A. Christiansen was at all times relevant to the underlying action, the chief executive  
25 officer of FiVanta Funding Corp. formerly known as Champions Group Equity Lending (“FiVanta”),  
26 a lender previously licensed by the California Corporations Commissioner (“Commissioner”)  
27 pursuant to the California Finance Lenders Law of the State of California (California Financial Code  
28 § 22000 et seq.) (“CFL”).



1           4.       This Settlement Agreement shall in no way constitute a waiver of Christiansen’s right  
2 to petition for reinstatement or seek a reduction of penalty pursuant to California Government Code  
3 Section 11522 after one year from the date of this Settlement Agreement. Christiansen, however,  
4 acknowledges that he bears the burden of establishing rehabilitation and fitness to manage or control  
5 a finance lender and/or broker in any petition for reinstatement or penalty reduction he may file with  
6 the Commissioner, and that the Commissioner, by this Settlement Agreement, in no way assures  
7 reinstatement or a penalty reduction after one year or at any time in the future.

8           5.       The Commissioner shall cause this Settlement Agreement to be filed with the Office  
9 of Administrative Hearings within five business days of its execution by the parties.

10          6.       The parties hereby acknowledge and agree that this Settlement Agreement is intended  
11 to constitute a full, final and complete resolution of this matter as to Christiansen. The parties  
12 further acknowledge and agree that nothing contained in this Settlement Agreement shall operate to  
13 limit the Commissioner's ability to assist any other agency, (county, state or federal) with any  
14 prosecution, administrative, civil or criminal, brought by any such agency against Christiansen based  
15 upon any of the activities alleged in this matter or otherwise.

16          7.       Each of the parties represents, warrants, and agrees that it has received independent  
17 advice from its attorney(s) and/or representatives with respect to the advisability of executing this  
18 Settlement Agreement.

19          8.       Each of the parties represents, warrants, and agrees that in executing this Settlement  
20 Agreement it has relied solely on the statements set forth herein and the advice of its own counsel  
21 and/or representative. Each of the parties further represents, warrants, and agrees that in executing  
22 this Settlement Agreement it has placed no reliance on any statement, representation, or promise of  
23 any other party, or any other person or entity not expressly set forth herein, or upon the failure of any  
24 party or any other person or entity to make any statement, representation or disclosure of anything  
25 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in  
26 any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the  
27 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this  
28 Settlement Agreement.

1           9.       This Settlement Agreement is the final written expression and the complete and  
2 exclusive statement of all the agreements, conditions, promises, representations, and covenants  
3 between the parties with respect to the subject matter hereof, and supercedes all prior or  
4 contemporaneous agreements, negotiations, representations, understandings, and discussions  
5 between and among the parties, their respective representatives, and any other person or entity, with  
6 respect to the subject matter covered hereby.

7           10.       In that the parties have had the opportunity to draft, review and edit the language of  
8 this Settlement Agreement, no presumption for or against any party arising out of drafting all or any  
9 part of this Settlement Agreement will be applied in any action relating to, connected, to, or  
10 involving this Settlement Agreement. Accordingly, the parties waive the benefit of California Civil  
11 Code section 1654 and any successor or amended statute, providing that in cases of uncertainty,  
12 language of a contract should be interpreted most strongly against the party who caused the  
13 uncertainty to exist.

14           11.       This Settlement Agreement shall not become effective until signed by all Parties and  
15 delivered by all Parties.

16           12.       This Settlement Agreement may be executed in one or more counterparts, each of  
17 which shall be an original but all of which, together, shall be deemed to constitute a single  
18 document. This Settlement Agreement may be executed by facsimile signature, and any such  
19 facsimile signature by any party hereto shall be deemed to be an original signature and shall be  
20 binding on such party to the same extent as if such facsimile signature were an original signature.

21           14.       Each signator hereto covenants that he/she possesses all necessary capacity and  
22 authority to sign and enter into this Settlement Agreement.

23 Dated: October 6, 2009

PRESTON DuFAUCHARD  
California Corporations Commissioner

24 By \_\_\_\_\_  
25 ALAN S. WEINGER  
26 Deputy Commissioner

27 Dated: October 6, 2009

28 By \_\_\_\_\_  
CHARLES T. CHRISTIANSEN, an individual

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

APPROVED AS TO FORM:

MASONEK LAW GROUP

By \_\_\_\_\_  
TERESA STRALEY, Attorneys for CHARLES T. CHRISTIANSEN

PRESTON DuFAUCHARD  
California Corporations Commissioner

By \_\_\_\_\_  
JUDY L. HARTLEY  
Senior Corporations Counsel